

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
ALLTEL Holding Corporate Services, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Alltel Holding Corporate Services, Inc. ("Alltel Holding"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, Alltel Holding has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth DukeNet Communications, LLC dated 2/29/2004 for the state(s) of **North Carolina and South Carolina**.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Alltel Holding and BellSouth hereby agree as follows:

1. Alltel Holding and BellSouth shall adopt in its entirety the DukeNet Communications, LLC Interconnection Agreement dated 2/29/2004 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The DukeNet Communications, LLC Interconnection Agreement and all amendments for North Carolina and South Carolina are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that Alltel Holding consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Alltel Holding under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the DukeNet Communications, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Alltel Holding shall accept and incorporate any amendments to the DukeNet Communications, LLC Interconnection Agreement for North Carolina and South Carolina executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Alltel Holding Corporate Services, Inc.

Attn: Director - Negotiations
4001 Rodney Parham Road
1170-B3F03-84A
Little Rock, AR 72212
501-748-5367

Billing Notices
Attn: Staff Manager - Cost Management
4001 Rodney Parham Road
1170-B3F03-36B
Little Rock, AR 72212
501-748-6918

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 6/29/06.

ALLTEL Holding Corporate Services,
Inc.

By: Michael D. Rhoads

Name: Michael D. Rhoads

Title: Svp - Wm Regulatory + Wholesale

Date: 6/27/06

Exhibit 1